

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

61465

FILE: B-187284

DATE: September 10, 1976

MATTER OF: Sidney Ginsburg Company, Inc.

98057

**DIGEST:**

GAO will not review sales contracting officer's refusal to consider contractor's request for price adjustment based on alleged misdescription of rivets which request was not timely filed under contract provisions, because question raised is for resolution by agency under contractual disputes procedures and does not concern legality of contract award.

Sidney Ginsburg Company, Inc. (Ginsburg) requests our consideration of its request for a price adjustment in connection with the alleged misdescription of rivets purchased from the Defense Supply Agency (DSA), Defense Property Disposal Region Office, Memphis, Tennessee. The sales contracting officer refused to consider Ginsburg's claim on the merits based on paragraph b(2) of Article BB under Conditions of Sale Sealed Bids of solicitation No. 31-6283 which states:

"The contract price will not be adjusted or property deleted from the contract pursuant to this clause unless the Purchaser mails or otherwise furnishes to the Contracting Officer, a written notice, within 30 calendar days from date of removal of the property, that he considers the property to have been misdescribed."

The agency found that the property was removed on March 25, 1976, yet the initial notice was not posted until May 27, 1976--more than 30 days later. Ginsburg contends that the delay in reporting was unavoidable.

Under the circumstances, it is clear that this request does not relate to the legality of the award process which it is the function of our Office to consider. Rather, resolution of Ginsburg's request requires the application of a specific contract provision, which is more appropriately handled by DSA under the Disputes clause of the sales contract. Murdock Machine & Engineering Co. of Utah, B-183098, February 13, 1975, 75-1 CPD 98.

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Accordingly, we must decline to consider the matter on the merits.

*Paul G. Dembling*  
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General Counsel